

# ITEL

November 14, 1986

RECORDATION NO. 10129

NOV 25 1986 11-1 0 AM

Itel Rail Corporation

55 Francisco Street  
San Francisco, California 94133  
(415) 984-4000

Honorable Noreta R. McGee  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

INTERSTATE COMMERCE COMMISSION

D

NOTICE OPERATING UNIT

NOV 25 11 06 PM '86

100 OFFICE OF THE SECRETARY

Re: Amendment No. 6 to the July 26, 1978 Lease Between Itel Corporation, Rail Division, and Minnesota, Dakota & Western Railway Company

Dear Ms. McGee:

On behalf of Itel Rail Corporation, the above instrument, in four (4) counterparts is hereby submitted for filing and recording pursuant to 49 U.S.C. Sec. 11303(a), along with a check in the amount of \$10 covering the recordation fee.

Please record this Amendment under the Lease Agreement dated July 26, 1978 between Itel Corporation, Rail Division, and Minnesota, Dakota & Western Railway Company, which was filed with the I.C.C. on July 22, 1979 and given Recordation No. 10129.

The names and addresses of the parties to the aforementioned Amendment are listed as follows:

Itel Rail Corporation (Lessor)  
55 Francisco Street  
San Francisco, California 94133

Minnesota, Dakota & Western Railway Company (Lessee)  
Box 19  
International Falls, Minnesota 56549

The equipment covered by this Amendment is one hundred and fifteen (115) 50', 70-ton, Plate C, XM boxcars bearing reporting marks MDW 10300 through 10414, as more fully described in the new Schedule G attached thereto.

Please return to the undersigned the stamped counterparts not required for filing purposes along with the fee receipt and a letter from the I.C.C. acknowledging this filing.

Very truly yours,

  
Josie Villaflores  
Legal Assistant

cc: Howard L. Chabner, Esq.  
Marianne Ledda

Encl.

6-329A020

No. NOV 25 1986

Date

Fee \$ 10.00

ICC Washington, D.C.

Interstate Commerce Commission

Washington, D.C. 20423

11/26/86

OFFICE OF THE SECRETARY

Josie Villaflores  
Legal Assistant  
Itel Rail corporation  
55 Francisco Street  
San Francisco, Calif. 94133

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 11/25/86 at 11:10am , and assigned re-recording number(s) . 10129-I & 10362-Q

Sincerely yours,

*Noreta R. McGee*  
Secretary

Enclosure(s)

SE-30  
(7/79)

THIS INSTRUMENT IS SUBJECT TO A  
SECURITY INTEREST IN FAVOR OF HELLER  
FINANCIAL, INC. UNDER THE HELLER  
08/22/86 FINANCIAL, INC. LOAN AND SECURITY  
AGREEMENT WITH ITEL RAIL CORPORATION  
DATED AS OF SEPTEMBER 30, 1986.  
AMENDMENT NO. 6 ✓

RECORDATION NO. 10129 Filed & Recorded

NOV 25 1986 11-1 0 AM

INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT NO. 6 (the "Amendment") to that certain Lease Agreement (the "Agreement") made as of July 26, 1978, as amended, between ITEL CORPORATION, RAIL DIVISION and MINNESOTA, DAKOTA & WESTERN RAILWAY COMPANY ("Lessee") is made as of this 11th day of September, 1986 between ITEL RAIL CORPORATION, as successor in interest to Itel Corporation, Rail Division ("Lessor"), and Lessee.

### RECITALS:

- A. Lessor and Lessee are parties to the Agreement pursuant to which five hundred eighty-four (584) boxcars (the "Boxcars") described therein have been leased to Lessee.
- B. Lessor and Lessee desire to add one hundred fifteen (115) boxcars bearing reporting marks MDW 10300-10414 to the Agreement.

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties hereto agree to amend the Agreement as follows:

1. All terms defined in the Agreement shall have their defined meanings when used in the Amendment.
2. Schedule G attached hereto is hereby added to the Agreement in its entirety.
3. All references to Schedule E in the Agreement shall be deemed to refer likewise to Schedule G.
4. The words "and MDW 10300-10414" shall be added after the words "MDW 10200-10299" in Subsection 7.A.(i) of the Agreement (as amended by Amendment No. 3 to the Agreement). ↑ and (ii)
5. The words "and MDW 10300-10414" shall be added after the words "MDW 10200-10299" in Subsection 7.D. of the Agreement (as amended by Amendment No. 3 to the Agreement). ↑ and H.
6. With respect to the Boxcars on Schedule G only, the words "Agreement shall be replaced by the words"
7. With respect to the Boxcars on Schedule G only, the words

INITIAL

INITIAL

ASSIGNED TO FIRST SECURITY BANK  
OF UTAH, N.A., TRUSTEE, UNDER  
A LEASE ASSIGNMENT DATED  
AS OF

LESSOR'S INTEREST ASSIGNED TO  
FIRST SECURITY BANK OF  
UTAH, N.A., WITH RESPECT TO  
CARS NUMBERED MDW 10300-10414

8. Except as expressly modified by the Amendment, all terms and provisions of the Agreement shall remain in full force and effect with respect to all of the Boxcars subject to the Agreement, including the Cars.
9. This Amendment may be executed by the parties hereto in any number of counterparts, and all said counterparts taken together shall be deemed to constitute one and the same instrument.

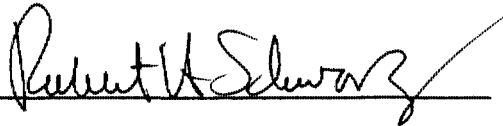
ITEL RAIL CORPORATION

By: 

Title: President

Date: 11/11/86

MINNESOTA, DAKOTA & WESTERN  
RAILWAY COMPANY

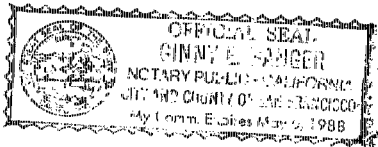
By: 

Title: President

Date: 10-27-86

STATE OF CALIFORNIA       )  
                                  )  
COUNTY OF SAN FRANCISCO ) ss:

On this 17th day of November, 1986, before me personally appeared Diamond T. Hayes, to me personally known, who being by me duly sworn says that such person is President of ITEL RAIL CORPORATION, that the foregoing Amendment No. 6 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Ginny E. Hanger  
Notary Public

STATE OF Iowa       )  
                                  )  
COUNTY OF Adair ) ss:

On this 27 day of October, 1986, before me personally appeared Robert A. Schwan, to me personally known, who being by me duly sworn says that such person is President of MINNESOTA, DAKOTA & WESTERN RAILWAY COMPANY, that the foregoing Amendment No. 6 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Carl A. Ingram  
Notary Public

SCHEDULE G

Itel Rail Corporation hereby leases the following Cars to Minnesota, Dakota & Western Railway Company subject to the terms and conditions of that certain Lease Agreement dated as of July 26, 1978.

A.A.R. Mech. Desig.	Description	Numbers	Length	Dimensions			Doors Width	No. of Cars
				Inside Width	Height			
XM	50', 70-ton, Plate C cushion underframe nailable steel floor	MDW 10300-10414	50'6"	9'6"	11'1"		10'	115

ITEL RAIL CORPORATION

By: *D. H. Hayes*

Title: *President*

Date: *11/11/86*

MINNESOTA, DAKOTA & WESTERN  
RAILWAY CORPORATION

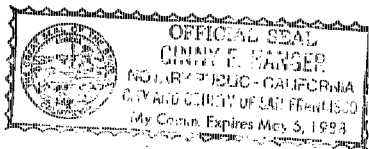
By: *Robert A. Schumsky*

Title: President

Date: 10-27-86

STATE OF CALIFORNIA     )  
                                      ) ss:  
COUNTY OF SAN FRANCISCO )

On this 11th day of November, 1986, before me personally appeared Desmond P. Hayes, to me personally known, who being by me duly sworn says that such person is President of ITEL RAIL CORPORATION, that the foregoing Schedule G was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



George E. Hanger  
Notary Public

STATE OF Idaho     )  
                                      ) ss:  
COUNTY OF Ada )

On this 27 day of October, 1986, before me personally appeared Robert A. Schumacher, to me personally known, who being by me duly sworn says that such person is President of MINNESOTA, DAKOTA & WESTERN RAILWAY COMPANY, that the foregoing Schedule G was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Carol Ingram  
Notary Public